



JANET NAPOLITANO
GOVERNOR

WILLIAM BELL
DIRECTOR

**ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE**

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ARIZONA STATE PURCHASING COOPERATIVE AGREEMENT

This Cooperative State Purchasing Agreement ("Agreement") is entered between the State of Arizona, State Procurement Office and _____, an Eligible Procurement Unit, in accordance with Arizona Revised Statutes §41-2631, Article 10 Intergovernmental Procurement, which article authorizes cooperative purchasing for public procurement units and nonprofit educational or public health institutions and Arizona Revised Statutes § 41-2631 *et seq* and the Arizona Administrative Code R2-7-1001, which permits the governing body of any Eligible Procurement Unit may enter into an Agreement with the State for the purpose of utilizing State contracts.

The purpose of this Agreement is to permit the Eligible Procurement Unit named above, hereafter known as the State Cooperative Member (Member), to purchase materials and services from State contractors at the prices and terms expressed in contracts between the State and those State contractors.

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result there from, the State and the State Cooperative Member agree as follows:

1. The State shall provide the Member with access to listings of all eligible State contracts. The original copy of each State contract is a public record on file with the State. Pricing information, specifications and terms and conditions for most State contracts are available on the SPIRIT website: www.spirit.az.gov.
2. The specifications for the materials and services will be determined by the State Procurement Administrator or delegated State agencies.
3. The State shall conduct the procurement in compliance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its Rules, A.A.C. Title 2, Chapter 7.
4. The State will identify the Member as an eligible participant in any solicitation intended for general use by State Cooperative Members. In addition, the State may invite the State Cooperative Member to participate in certain exclusive solicitations.

Only State Cooperative Members indicating an interest in participating in these exclusive solicitations will be eligible to participate in the resulting State contracts.

5. The Member shall not use a State contract to obtain improper concessions, including lower prices, from State contractors or any other suppliers for the same or similar materials or services. The Member is also prohibited from participating in any organization or group that seeks to obtain such concessions from State contractors or other suppliers based on State contracts.
6. The State Cooperative Member shall:
 - a. Insure that purchase orders issued against eligible State contracts are in accordance with the terms and prices established in the State contract.
 - b. Make timely payments to the State contractor for all materials and services received in accordance with the terms and conditions of the State contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the State Cooperative Member shall be the exclusive obligation of such unit.
 - c. Be responsible for the ordering of materials or services under this Agreement. The State shall not be liable in any fashion for any violation by the Member of this Agreement, and the Member shall hold the State harmless from any liability which may arise from action or inaction of the State Cooperative Member relating to this Agreement or its subject matter.
 - d. The exercise of any rights or remedies by the Member shall be the exclusive obligation of such unit; however, the State, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it choose to do so.
7. The Eligible Procurement Unit shall endeavor to utilize State contracts to the fullest extent possible. That is, to purchase all items covered under exclusive contracts and to not fracture purchases by means of utilizing line items from alternate contracts. Such practices weaken the State's ability to negotiate lowest possible volume prices.
8. Failure of the Member to secure performance from the State contractor in accordance with the terms and conditions of its purchase order does not necessarily require the State to exercise its own rights or remedies.
9. This Agreement shall take effect upon execution by the Parties and shall be for an initial period of one (1) year, commencing on July 1, 2007, and ending June 30, 2008. This Agreement shall be renewable annually, for a total period of five (5) years, upon remittance of the then-current fee for membership in the Arizona State Purchasing Cooperative.

10. The Member shall remit the first annual fee of \$995.00 to the State to defray costs associated with operating the cooperative purchasing program for the fiscal year period July 1, 2007 through June 30, 2008. The annual fee is subject to change by the State. The State shall issue an invoice to the Member prior to the commencement of each annual renewal.
11. This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
12. This Agreement is exempt from the provisions of A.R.S. §§ 11-952 and 12-1518.
13. The Member certifies that its organization shall comply with the State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with ARS Title 41 Chapter 9, Article 4 and Executive Order No. 99-4 dated 29 January 1999.
14. The Member authorizes State contractors to release usage information to the State. Usage information shall be limited to the Member's purchasing activity and shall generally consist of, but shall not be limited to, purchase order information including purchase date(s); units purchased, their descriptions and quantities; unit prices and aggregate amounts paid for all materials and services purchased off of the State's contract.
15. The State may terminate this Agreement without notice if the Member fails to comply with the terms of a State contract or this Agreement.
16. Failure to pay the annual invoice by September 30 of each renewal year, or 90 days from the date of the annual invoice, whichever date is later, shall be construed by the State as notice from the Eligible Procurement Unit to terminate the agreement.
17. Except as provided in Paragraph 16, either of the Parties may terminate this Agreement with at least thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Parties of this Agreement, having caused their names to be affixed hereto by their proper officers, hereby execute this Agreement on the dates indicated hereunder.

FOR THE ELIGIBLE PROCUREMENT UNIT:

FOR THE STATE:

Signature:

Name: _____

Title: _____

Date: _____

Signature:

**Jean A. Clark, CPPO, C.P.M., CPPB, CPM
State Procurement Administrator**

Date:

ARIZONA STATE PURCHASING COOPERATIVE
Member Contact Information
(Please submit completed form with agreement.)

Name of Organization:

Name of Contact Person:

Title of Contact Person:

Telephone number of contact person :

Fax:

E-mail address of contact person:

Billing Address:

Remit Address (if different from the billing address):

Federal ID Tax Number: _____

Please notify State Procurement Office of any changes to this information.

Please send changes in contact information to:

State Procurement Office
Arizona State Purchasing Cooperative
100 North 15th Avenue, Suite 104
Phoenix, Arizona 85007

Or e-mail: jan.hart@azdoa.gov